



WILLIAM T FUJIOKA  
Chief Executive Officer

## County of Los Angeles CHIEF EXECUTIVE OFFICE

713 KENNETH HAHN HALL OF ADMINISTRATION  
LOS ANGELES, CALIFORNIA 90012  
(213) 974-1101  
<http://ceo.lacounty.gov>

**REVISED**

April 1, 2008

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, CA 90012

Dear Supervisors:

**DEPARTMENT OF HEALTH SERVICES: APPROVAL OF AMENDMENT  
NO. 2 TO AGREEMENT NO. 75937 WITH CALIFORNIA EMERGENCY  
PHYSICIANS MEDICAL GROUP  
(SUPERVISORIAL DISTRICT 4)  
(3 VOTES)**

**IT IS RECOMMENDED THAT YOUR BOARD:**

Approve and instruct the Chair to sign Amendment No. 2 to Agreement No. 75937, with California Emergency Physicians Medical Group (CEP) to add emergency physician services for Harbor- UCLA Medical Center (Harbor-UCLA) and increase the maximum obligation by \$2,494,320, effective April 1, 2008 through February 28, 2009.

**PURPOSE/JUSTIFICATION OF RECOMMENDED ACTIONS**

Approval of this Amendment will provide for the necessary augmentation to emergency department (ED) services at Harbor-UCLA and address the "immediate jeopardy" (IJ) raised by the California Department of Health Care Services (CDHS) on behalf of the Centers for Medicare and Medicaid Services (CMS) for certain emergency room conditions. The maximum obligation may be administratively decreased by up to 20 percent at the sole discretion of the Director.

Board of Supervisors  
GLORIA MOLINA  
First District

YVONNE B. BURKE  
Second District

ZEV YAROSLAVSKY  
Third District

DON KNABE  
Fourth District

MICHAEL D. ANTONOVICH  
Fifth District

### **FISCAL IMPACT/FINANCING**

The incremental cost for Amendment No. 2 to Agreement No. 75937 for emergency physician services at Harbor-UCLA, effective April 1, 2008 through February 28, 2009, is \$2,494,320. The maximum obligation includes \$415,720 to compensate Contractor for additional service hours which may be necessary to address fluctuations in patient volume, only upon approval of the Chief Medical Officer at Harbor-UCLA. The Medical Director may permit up to three additional hours per shift. The decision to authorize additional physician hours will be predicated on an increase in patient volume. The anticipated volume is five patients per hour per shift.

Funding is included in the Department of Health Services (DHS) Fiscal Year (FY) 2007-08 Final Budget and will be requested in FY 2008-09.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

Currently, the County contracts with CEP for physician services at the Urgent Care Center (UCC) at the Martin Luther King (MLK) Multi-service Ambulatory Care Center (MACC). Prior to providing services in the MLK Urgent Care Center (UCC), CEP provided emergency room physician services in MLK-Harbor's ED as part of MetroCare. The current Agreement expires on November 30, 2009.

During the recent State audit at Harbor-UCLA, preliminary reporting identified that the ED was unable to provide prompt medical screening examinations and stabilizing treatment for chest pain patients, as well as reassessment of patients in the triage area. A number of internal and external actions are being taken to address these deficiencies. This Board action will allow for the implementation of a Rapid Medical Examination (RME) component in Harbor-UCLA's ED. This augmentation will place a physician examination process earlier in the triage component of the ED. CEP physicians shall provide an RME to each presenting patient, provide treatment as necessary to stabilize each patient's condition, or refer patients for tests and studies prior to either movement into the main ED or discharge to their private physician, if any, a clinical department of Harbor-UCLA, or other appropriate referral. The goal of this component is to provide the physician examination within 40 minutes, on average, from door to RME examination.

Existing physician staffing in the Harbor-UCLA ED is not adequate to provide this RME component of the ED without additional resources. CEP has implemented the RME process at various hospitals and continues to use this method at the MLK UCC to rapidly ensure that urgent patients are identified, tests and studies are ordered, and treatments are initiated in a timely manner. In addition, this process allows for rapid discharge of certain patients who do not require lengthy work-up in the main ED, and therefore, decompresses the main ED. Because of the urgency of the IJ issue, CEP was identified as the only vendor among the top MLK-Harbor Request for Information (RFI) contenders

able to implement the RME process in such short order. In a follow-up review by the State, they indicated that implementation of such a process could be instrumental to removal of the IJ.

The recommended Amendment to implement the RME component of the ED at Harbor-UCLA will place a physician examination process earlier in the triage component of the ED and facilitate the removal of the IJ.

The RME services may be terminated by either party with cause with a 30-day advance written notice and without cause with a 90-day advance written notice.

County Counsel has reviewed and approved Exhibit I as to use and form.

### **CONTRACTING PROCESS**

After the Board's approval of the Metrocare plan in November 2006, the Department conducted various RFI processes to determine interest in and capacity to provide the requested services. Under the RFI process, CEP was the vendor selected among eight responding vendors to provide services at the MLK-Harbor ED. CEP has implemented the RME process at various hospitals and continues to use this method at the MLK UCC.

Therefore, the Department elected to expand its current agreement with CEP to provide RME services at Harbor-UCLA. Effective February 13, 2008, CEP began providing services at Harbor-UCLA pursuant to a Purchase Order and, upon expiration of that Purchase Order on March 1, 2008, pursuant to an agreement under the Chief Executive Officer's delegated contract authority. The delegated authority agreement will expire automatically upon execution by the parties of this amendment.

### **IMPACT ON CURRENT SERVICES (OR PROJECTS)**

Board approval of the Amendment will provide for the necessary augmentation to ED services at Harbor-UCLA and address the IJ issue.

Honorable Board of Supervisors  
April 1, 2008  
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**CONCLUSION**

Upon approval of the recommendation, please forward an adopted, stamped copy of the Board letter to DHS.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'W. T. Fujioka', with a stylized flourish at the end.

WILLIAM T FUJIOKA  
Chief Executive Officer

WTF:SRH:SAS  
MLM:AT:bjs

Attachment

c: County Counsel  
Director and Chief Medical Officer, Department of Health Services

040108\_DHS\_CEP

EXHIBIT I

Contract No. 75937

EMERGENCY DEPARTMENT SERVICES AGREEMENT

AMENDMENT NO. 2

THIS AMENDMENT is made and entered into this 1<sup>st</sup> day  
of April 2008,

by and between

COUNTY OF LOS ANGELES  
(hereafter "County"),

and

CALIFORNIA EMERGENCY  
PHYSICIANS MEDICAL GROUP  
(hereafter "Contractor")

WHEREAS, reference is made to that certain document entitled "EMERGENCY DEPARTMENT SERVICES AGREEMENT" dated November 30, 2006, and further identified as County Agreement No. 75937 and any amendments thereto (all hereafter referred to as "Agreement"); and

WHEREAS, pursuant to California Health and Safety Code, Sections 1441 and 1445, County has established and operates, through its Department of Health Services ("Department"), various County hospitals, comprehensive health centers and health centers, including Harbor-UCLA Medical Center ("H-UCLA"); and

WHEREAS, County's Department recognizes that with the closure of the emergency room and inpatient facilities at Martin Luther King, Jr. – Harbor ("MLK-Harbor") hospital, H-UCLA Emergency Department ("ED") has become heavily impacted by transfers and walk-in patients; and

75937  
Supplement No. 2

WHEREAS, County has determined that it needs to augment the ED by implementing a Rapid Medical Examination ("RME") component of H-UCLA ED with Board Certified or Board eligible ED physicians; and

WHEREAS, County has determined that it has insufficient ED physician staff and experience to augment and implement the RME augmentation program at this time; and

WHEREAS, County has further determined that contracting for the ED physician services to be provided hereunder is feasible; and

WHEREAS, the County and Contractor wish to modify this Agreement to include the RME services at H-UCLA beginning April 1, 2008 through February 28, 2009, to require Contractor's services to be comprised of physician services only, at increased cost to Contractor; and

WHEREAS, the Agreement provides that such changes must be in the form of a written amendment which is formally approved and executed by the parties; and,

NOW, THEREFORE, the parties agree as follows:

1. This Amendment shall be effective April 1, 2008, through February 28, 2009.

2. Paragraph 1, TERM AND TERMINATION of Agreement shall be deleted and replaced in its entirety as follows:

"1. TERM AND TERMINATION:

As to the provision of services at MLK-H and its successor facility, the term of this Agreement shall commence on December 1, 2006, at 07:00 a.m. Pacific Standard Time and shall continue in full force and effect for three years, to and including 12:00 a.m. Pacific Standard Time

November 30, 2009. Thereafter, this Agreement may be extended only by a formal amendment approved by the Board of Supervisors.

Notwithstanding the foregoing, and as to the provision of services at MLK-H and its successor facility, this Agreement may be terminated at any time by either party without cause, upon the giving of at least one hundred twenty (120) calendar days' advance written notice thereof to the other. County also may terminate or suspend this Agreement, or a portion thereof, immediately if the UCC at MLK-MACC closes or otherwise ceases to provide UCC services.

As to the provision of RME services at H-UCLA, the term of the Agreement shall commence on April 1, 2008, and shall continue in full force and effect through February 28, 2009. As to that portion of the Agreement pertaining to the provision of RME services at H-UCLA, that portion of this Agreement may be terminated at any time by either party, without cause, upon the giving of at least ninety (90) calendar days' advance written notice thereof to the other.

If, within the original one year period of Agreement term, either party terminates the Agreement, with cause, then Contractor is prohibited from entering into an Agreement with the County for the same services at MLK-H within the original one year period.

Notwithstanding the foregoing, this Agreement may be terminated at any time by either party, with cause, upon the giving of at least thirty (30) calendar days' advance written notice thereof to the other. With

cause shall include, but not be limited to, an increase or decrease in UCC utilization of five percent (5%) annually from the base amount of 19,200 annual MLK-MACC UCC patients as well as a failure to meet specified performance standards set forth under this Agreement as to the provision of services at MLK-H and its successor facility as well as H-UCLA.

County may terminate this Agreement within thirty (30) days if Contractor, or any of its officers, employees, or agents, including any one or more of its physicians fails to comply with the terms of this Agreement or any directions by or on behalf of County issued pursuant hereto.

County may also terminate this Agreement immediately if Contractor, its officers, employees or agents, including its physicians, engage in, or if County has reasonable justification to believe that Contractor, or such employees, or agents, including Contractor's physicians may be engaging in, a course of conduct which poses an imminent danger to the life or health of County patients.

County's failure to exercise its rights of termination set forth under this Paragraph 1 shall not constitute waiver of such right, and the same may be exercised at any subsequent time.

Immediate termination hereunder shall be effected by delivery to Contractor of a written "Notice of Immediate Termination" which shall be effective upon Contractor's receipt of such "Notice of Immediate Termination".

3. Paragraph 3, MAXIMUM OBLIGATION, of Agreement shall be deleted in



**- R E V I S E D -**

its entirety and replaced with the following:

"As to the provision of services at MLK-H and its successor facility, effective August 16, 2007 the Maximum Obligation of this Agreement for period December 1, 2006, through November 30, 2009, shall not **exceed Fourteen Million, Three Hundred Sixty-Three Thousand, Twelve Dollars, (\$14,363,012)** comprised of the following:

- a. Four Million Five Hundred Thousand Dollars (\$4,500,000) for the period of December 1, 2006 August 15, 2007; and
- b. Seven Hundred Eighty-Seven Thousand, Eight Hundred Thirty Dollars (\$787,830), for the period of transitional services, August 16, 2007, through September 30, 2007; and
- c. Six Million One Hundred Forty Thousand, Eight Hundred Sixty-Two Dollars (\$6,140,862) for the period of on-going services, October 1, 2007 through November 30, 2009.

Upon payment authorization by County's Board of Supervisors for the augmentation of Emergency Department services, which augmentation occurred effective June 21, 2007 through August 15, 2007, the Maximum Obligation of this Agreement shall be increased by Four Hundred Forty Thousand Dollars (\$440,000), for a total Maximum Obligation of Eleven Million Eight Hundred Sixty-Eight Thousand, Six Hundred Ninety-Two Dollars (\$11,868,692).

As to the provision of services at MLK-MACC, the parties hereto acknowledge that the Maximum Obligation reflects an anticipated service volume of 44,444 patient visits annually, for the period of December 1, 2006 through

August 15, 2007; and 19,200 patient visits annually, for the period of August 16, 2007 through November 30, 2009. In the event that actual service volume during the term of this Agreement exceeds the anticipated service volume, the Department of Health Services shall recommend to the Board of Supervisors, through a formal amendment to this Agreement, an increase to the Maximum Obligation in order to compensate Contractor, at the rates set forth herein, for any increased service demand.

d. As to the provision of RME services (Exhibit E) at H-UCLA, effective April 1, 2008, through February 28, 2009, the Maximum Obligation for these services shall not exceed Two Million Four Hundred Ninety-Four Thousand, Three Hundred Twenty Dollars (\$2,494,320).

As to the provision of RME services hereunder at H-UCLA, the parties acknowledge that the maximum obligation reflects a service volume of five (5) patients per hour. The parties further acknowledge that the Maximum Obligation set forth for the provision of these services includes an additional 20% more than otherwise would be necessary to compensate Contractor for the provision of RME services at H-UCLA as set forth in the Agreement. The Chief Medical Officer of H-UCLA, or his authorized designee, at their sole discretion, shall have the authority to use this additional funding to make adjustments, as necessary, to staffing or direct and indirect patient care services, through the authorization of up to three (3) additional hours, per shift, at the rates set forth in Exhibit F, in order to meet daily fluctuations in the volume demand of RME services at H-UCLA.

Additionally, the Director of Health Services may, at his/her sole discretion, administratively decrease the maximum obligation for Rapid Medical Examination Services (beginning April 1, 2008 through February 30, 2008) up to twenty percent (20%) to reduce, as necessary, staffing or direct and indirect patient care services. Any notice of reduction in staffing required by County shall be given in writing to Contractor with sixty (60) calendar days' prior notice of such reduction. Any administrative decrease to the maximum obligation for RME services shall be implemented by a written amendment to this Agreement prior to any said decrease. Any amendment shall require prior approval of the County's Chief Executive Officer and County Counsel."

4. Paragraph 5, BILLING AND PAYMENT, of Agreement shall be deleted in its entirety and replaced with the following:

"5. BILLING AND PAYMENT: All billings to County by Contractor for services provided pursuant to this Agreement shall be in accordance with the terms, conditions, and amounts set forth in Exhibits "B" and "D", attached hereto and incorporated herein by reference.

MLK-H and its successor facility are required to maintain patient and other records for physicians/physician assistants/nurse practitioners providing services at MLK-H and its successor facility, including those for Contractor and Contractor's physicians/physician assistants/nurse practitioners. Such records may include, but are not limited to: Physician Time Allocation Survey, Professional Services Assignment Agreement, and a Medicare Penalty Statement. Contractor shall fully cooperate with MLK-H and its successor facility

in completing such records whenever requested by Administrator to do so.

All billings to County by Contractor for services provided pursuant to this Agreement shall be in accordance with the terms, conditions, and amounts set forth in Exhibits "D" and "F", attached hereto and incorporated herein by reference.

H-UCLA are required to maintain patient and other records for physicians providing services at H-UCLA and its successor facility, including those for Contractor and Contractor's physicians. Such records may include, but are not limited to: Physician Time Allocation Survey, Professional Services Assignment Agreement, and a Medicare Penalty Statement. Contractor shall fully cooperate with H-UCLA and its successor facility in completing such records whenever requested by Administrator to do so."

5. EXHIBIT "E", DESCRIPTION OF SERVICES – RAPID MEDICAL EXAMINATION, shall be added to the Agreement.

6. EXHIBIT "F", PAYMENT AND SCHEDULE OF RATES – RAPID MEDICAL EXAMINATION, shall be added to the Agreement.

7. Effective upon execution of this Amendment, and with the exception of Paragraph 6, NON-EXCLUSIVITY, all references in the Agreement to MLK-H shall be deemed to include Harbor-UCLA Medical Center.

8. Except for changes set forth hereinabove, the wording of the Agreement shall not be changed in any respect by this Amendment.

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IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles  
has caused this Amendment to be subscribed by its Chair of the Board and Contractor  
has caused this Amendment to be subscribed in its behalf by its duly authorized officer,  
the day, month and year first above written.

ATTEST: SACHI A. HAMAI  
EXECUTIVE OFFICER  
CLERK OF THE BOARD OF SUPERVISORS

By *[Signature]* Deputy



COUNTY OF LOS ANGELES

By *[Signature]*  
Chair of the Board of Supervisors

CALIFORNIA EMERGENCY  
PHYSICIANS MEDICAL GROUP

Contractor

By *[Signature]*  
Signature

MARK SPIRO MD  
Printed Name

Title C.O.O. and VP Operations  
(AFFIX CORPORATE SEAL)

APPROVED AS TO FORM  
BY THE OFFICE OF THE COUNTY COUNSEL

I hereby certify that pursuant to  
Section 25103 of the Government Code,  
delivery of this document has been made.

By *[Signature]*

SACHI A. HAMAI  
Executive Officer  
Clerk of the Board of Supervisors

APPROVED AS TO CONTRACT  
ADMINISTRATION:

By *[Signature]*  
Deputy

Department of Health Services

By *[Signature]*  
Cara O'Neill, Chief  
Contracts and Grants Division



**ADOPTED**  
BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES

lvb:02/13/08  
Amend2CEP

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APR 01 2008

-9- *[Signature]*  
SACHI A. HAMAI  
EXECUTIVE OFFICER

25937 Supplement No. 2

DESCRIPTION OF SERVICES

**EMERGENCY DEPARTMENT SERVICES AGREEMENT**

RAPID MEDICAL EXAMINATION SERVICES – HARBOR-UCLA MEDICAL CENTER

Effective April 1, 2008

1. SERVICES TO BE PROVIDED: Contractor shall arrange for the provision of Emergency Department ("ED") Rapid Medical Examination ("RME") services at Harbor-UCLA Medical Center (H-UCLA) by its Board certified or Board-eligible emergency medicine physicians. These services shall be consistent with patient flow protocol established by H-UCLA and may be modified from time-to-time to maximize patient flow processes. "ATTACHMENT I" to this Exhibit is the initially established patient flow. Services include, but are not limited to, the following:

A. Provision of twenty-four (24) hours/seven (7) days per week/365 days per year coverage in the form of physicians at H-UCLA for ED services.

B. Provision of scheduling of coverage and supervision of physicians providing RME component of the ED.

C. Provision of ED Physician Coordinator as the primary contact between Contractor and H-UCLA and other administrative services between Contractor and H-UCLA.

D. Monitoring of ED Quality Indicators.

ED services shall be performed only for H-UCLA County patients and shall be under the direction of the H-UCLA's Chief Medical Officer and ED Medical Director. Only physicians meeting the County's criteria outlined hereunder and who are

acceptable to H-UCLA's Administrator shall be assigned to H-UCLA.

2. CONTRACTOR RESPONSIBILITIES:

A. Business License: Contractor shall provide evidence that it has, for a minimum of two (2) years, been in business as a provider of ED services described in this Agreement. Prior to the execution of this Agreement, Contractor shall provide the Department of Health Services "(DHS)", Contracts and Grants Division, with a copy of its current business license(s) and appropriate Employer Identification Number.

B. Physician License: Contractor shall ensure that each of its Physicians is duly licensed to practice medicine in the State of California, and Board certified in Emergency Medicine or Emergency Medicine residency trained and Board eligible, and is or will become a consultant member of the medical staff (with clinical privileges) of the professional staff association at the H-UCLA requiring such services. Contractor shall assure that the physicians who agree to provide services through Contractor hereunder shall at all times meet the minimum professional qualifications for his/her specialty, as defined by H-UCLA.

C. Coverage: Contractor shall ensure that there is physician coverage in the RME component of the ED at H-UCLA. Coverage shall be twenty-four (24) hours/seven (7) days per week. Such coverage shall include a supervising Physician Coordinator.

The ED physicians shall be responsible for all aspects of the RME component of the ED services including, but not limited to, those patient care services listed herein and shall render medical services within the community

standards of medical practice to patients arriving at the ED. Physicians shall provide an RME to each presenting patient; provide treatment as necessary to stabilize each patient's condition; or refer patients for tests and studies prior to either movement into the main ED or discharge to their private physician, if any, a clinical department of H-UCLA, or other appropriate referral.

D. Staffing: Contractor shall provide staffing for the RME component of the ED which shall include, at a minimum, sufficient physician staff, to provide at least one (1) physician, on a 24/7/365 basis for an anticipated volume of approximately five (5) patients/hour. **All shifts of the RME shall be staffed by Contractor.** In the event staffing does not meet the agreed-upon levels as specified herein, Contractor shall forfeit all payments from County for any shift that was understaffed or not staffed as County requested, determined at County's sole discretion.

By shift, that staff shall include:

RME Component of ED

24/7/365

Staffing

One Physician on duty at all times (\$225/hr)

In the event that County and Contractor determine that additional staff hours are necessary to meet the service obligations set forth in this Agreement, such increase to staff hours through the authorization of up to three (3) additional hours per shift shall be implemented pursuant to the process set forth in Paragraph 3, d. of the Agreement body.

E. Maintenance of Standards: Contractor shall maintain the standards necessary for accreditation and pursuant to California Code of Regulations, Title



22, and Federal Medicare conditions of participation compliance for the physician components of the applicable services.

Contractor shall perform all services hereunder in accordance with all applicable and accepted professional and ethical standards of the medical profession and that such services shall be in compliance with all applicable Federal, State, and local laws, ordinances, regulations, rules, and directives, as well as with all applicable regulations, policies, procedures, rules, and directives of H-UCLA, and of the professional staff association of H-UCLA.

Contractor shall ensure that all physicians providing services hereunder shall be in conformance with the continuing education requirements established by The Joint Commission.

F. RME Physician Coordinator: Contractor shall designate an RME Physician Coordinator who will be the principal point of contact with the County. The appointment of the RME Physician Coordinator shall be approved by H-UCLA's Administrator and shall report directly to the H-UCLA ED Medical Director.

The RME Physician Coordinator shall be duly licensed to practice medicine in the State of California, and Board certified in Emergency Medicine. The RME Physician Coordinator shall have demonstrated outstanding clinical, management and leadership skills and superb communication skills. The RME Physician Coordinator shall have the ability to work effectively with other medical personnel and to participate in diverse management teams. Further, the RME Physician Coordinator shall demonstrate general business and financial

management skills, including expertise in risk management, compliance, COBRA and Joint Commission issues, and customer service.

The RME Physician Coordinator shall agree to attend faculty and QI meetings (no more than 4/month), schedule and supervise the RME physicians, coordinate integration of the RME program with nursing and ancillary staff, and develop draft RME policies and procedures for approval by H-UCLA.

G. Professional Services Billing: Contractor shall bill in accordance with the procedures in Exhibit "F", BILLING, PAYMENT AND SCHEDULE OF RATES, Rapid Medical Examination. Contractor, including its principals and ED personnel, shall not bill any patient or any payor for services rendered pursuant to this Agreement and shall consider payment by County to be payment in full for such services. Contractor shall assure that its principals and ED personnel take all steps necessary to assign to County their rights to payment by any patient or third party payor, including Medicare and Medi-Cal.

H. Financial Screening Staff: Contractor shall cooperate with County's efforts to identify the patient's financial resources in the ED, to the extent allowed by law.

I. Recruitment

1. Contractor shall screen and validate each physician's experience and suitability to determine and assure that each such physician meets the professional qualifications requested by H-UCLA. Contractor shall also query the National Data Bank and State Medical Board on each physician candidate, prior to providing services hereunder,

and report to H-UCLA's Administrator all adverse reports related to medical malpractice and disciplinary action involving that physician.

2. Contractor shall provide H-UCLA with Curriculum Vitae for each physician seeking to provide services under this Agreement. When feasible, Contractor shall make such physician(s) available for personal interview(s) by County H-UCLA's staff designated by the Administrator.

J. Infection Control: If any of Contractor's personnel is diagnosed with having an infectious disease, and Contractor is made aware of such a diagnosis and such person has had contact with a County patient during the usual incubation period for such infectious disease, then Contractor shall report such occurrences to the Infection Control Department at H-UCLA where the physician is on staff within twenty-four (24) hours of becoming aware of the diagnosis.

If a H-UCLA patient is diagnosed with having an infectious disease, and such patient has had contact with any Contractor personnel during the usual incubation period for such infectious disease, H-UCLA shall report such occurrence to Contractor if the law so permits.

For purposes of this Agreement, the infectious diseases reportable hereunder are those listed in the Public Health List of Reportable Diseases.

K. Personnel Examinations/Immunizations: Contractor shall ensure that all personnel who perform patient care services under this Agreement are examined by a licensed physician, or other licensed medical practitioner authorized to perform annual physical examinations, on an annual or biannual basis, as required by The Joint Commission and section 70723, Title 22,

California Code of Regulations and shall provide Administrator at all reasonable times, upon request, with evidence that each such person is free of infectious disease(s), has been immunized against common communicable diseases, has received a chest X-ray and/or annual TB skin test, a rubella antibody titer demonstrating immunity and/or vaccination, and been offered a Hepatitis B antibody titer demonstrating immunity and/or vaccination. In those instances where persons have no demonstrated immunity, and have refused vaccination, a waiver to that effect must be on file and provided upon request.

Written certification that such personnel is free of infectious disease(s), has been tested and/or vaccinated as required above, and is physically able to perform the duties described herein shall be retained by Contractor for purposes of inspection and audit and made available at all reasonable times to Administrator upon request.

Contractor's personnel not having completed one or more of the above tests may choose to obtain such tests at H-UCLA, at Contractor's or the physician's expense, if such tests are offered by H-UCLA. In such event, the time Contractor's personnel spend obtaining such required tests may not be billed to County.

L. Department Of Health Services Risk Management Information Handbook: Contractor's personnel assigned to H-UCLA hereunder must read and sign a statement that she/he has read the DHS Risk Management Information Handbook regarding DHS' malpractice policies and medical protocols prior to providing services under this Agreement.

M. Quality Indicators: Contractor shall ensure that RME Physician Coordinator participates in establishing Quality Indicators for the RME component of ED Services and participates in associated overall ED Indicators. Such Quality Indicators shall include, but not be limited to, the following:

1. Patient Satisfaction Surveys
2. Emergency Room Waiting Time
3. Rapid Medical Evaluation Waiting Time
4. Accuracy and timeliness of Medical Record completion
5. Response time to phone consultation calls, e.g., pharmacy, County Medical Alert Center, etc.
6. Number of hours per month the H-UCLA Emergency Room is on saturation diversion.
7. Nurse-Physician relationships surveys
8. Patient Left Without Being Seen monitoring
9. Physician and Hospital Economics monitoring

3. PHYSICIAN REQUIREMENTS:

A. Licenses: All personnel providing services hereunder shall provide H-UCLA Administrator with a copy of all current licenses, credentials, and certifications, as appropriate, at the time such personnel is first assigned to said County Facility.

All physicians providing services hereunder must meet the credentialing criteria set forth in the H-UCLA's Professional Staff Association ("PSA") bylaws or other credentialing process prior to providing services under this Agreement.

The H-UCLA Administrator shall verify the current status of each physician's license, medical clearance(s), credentials, and certifications, as appropriate, when such physician is first assigned to such H-UCLA. H-UCLA will make a reasonable effort to credential physicians within thirty (30) calendar days of the submission of a complete application.

H-UCLA shall refuse utilization of any physician who does not meet H-UCLA's PSA credentialing criteria and/or whose license, credentials, and certifications, as appropriate, are not current.

In the event H-UCLA inadvertently utilizes the services of a physician who lacks the appropriate licenses, credentials, and certificates, as appropriate, H-UCLA shall not pay for any time worked by that physician.

B. Bloodborne Pathogens Training: All personnel providing services hereunder must read and sign a statement that she/he has read the Occupational Safety and Health Administration ("OSHA") Bloodborne Pathogens Programmed Instruction packet prior to providing services under this Agreement.

C. Cardio-Pulmonary Resuscitation Certification: If not Board certified, all physicians providing services hereunder must be currently certified in cardio-pulmonary resuscitation ("CPR") from either the American Heart Association, the American Red Cross, or other County approved program and must carry their current, original (not a copy) CPR card at all times.

D. Contractor shall ensure that its physicians fully cooperate with H-UCLA in completing certain records, as requested by Administrator. Such records may include, but are not limited to: Physician Time Allocation Survey,

Professional Services Assignment Agreement, and a Medicare Penalty Statement.

4. DELIVERABLES: Contractor shall provide the deliverables set forth in Attachment II to this Exhibit E. The Director, or his designee, shall evaluate each deliverable. If the Director determines that a deliverable is unsatisfactory, the Director shall provide Contractor, within ten (10) working days of receipt of the deliverable, a written assessment which shall include an outline of specific deficiencies which were not addressed or which were incompletely or unsatisfactorily addressed. Contractor shall, at no additional cost to County, remedy the deficiencies raised by the Director within ten (10) working days upon receipt of the outline. This approval process shall be repeated until Director deems a deliverable approved.

Contractor shall provide deliverables according to the Timeline dates set forth in Attachment II to this Exhibit E. The Director, or his designee, shall evaluate the deliverable timeline. The Director, in his sole discretion, may increase the time Contractor is permitted to submit a required deliverable, which may not be practicable because of unforeseen circumstances caused by the Department of Health Services such that Contractor's performance is delayed. Any such time extension shall be granted pursuant to Director's approval, but will not exceed the Agreement term, set forth in Paragraph 1, TERM AND TERMINATION, of this Agreement.

5. COUNTY RESPONSIBILITIES:

A. County shall provide all needed nursing and support staff for the ED at H-UCLA. County shall also provide all needed ancillary services for the ED at H-UCLA.

B. County shall pay Contractor in accordance with the procedures in Exhibit "F", BILLING, PAYMENT AND SCHEDULE OF RATES, Rapid Medical Examination.

C. County shall provide supplies, desk, telephone, and other clerical supplies for physician's usage.

6. PERSONNEL:

A. H-UCLA's Administrator may, at any time and for any reason, request that a particular physician of the Contractor be removed from H-UCLA. Contractor agrees to accept and abide by any decision of H-UCLA.

Contractor may discipline or terminate any of its personnel, without cause, in its sole discretion, during the period of assignment to H-UCLA. County agrees to accept and abide by any decision of Contractor.

In termination cases, Contractor may bill H-UCLA for the actual hours worked by said individual prior to his/her removal.

B. The intent of the parties is to communicate in good faith regarding problems involving Contractor assigned personnel

C. H-UCLA may refuse assignment of a physician who has previously been requested to be removed from the provision of services by any other County facility.

D. Contractor shall establish appropriate policies and procedures regarding initial and follow-up procedures for Contractor's personnel who experience an industrial accident (e.g., needle stick) while working at County Facility. In the event one of Contractor's personnel receives a needle stick, such

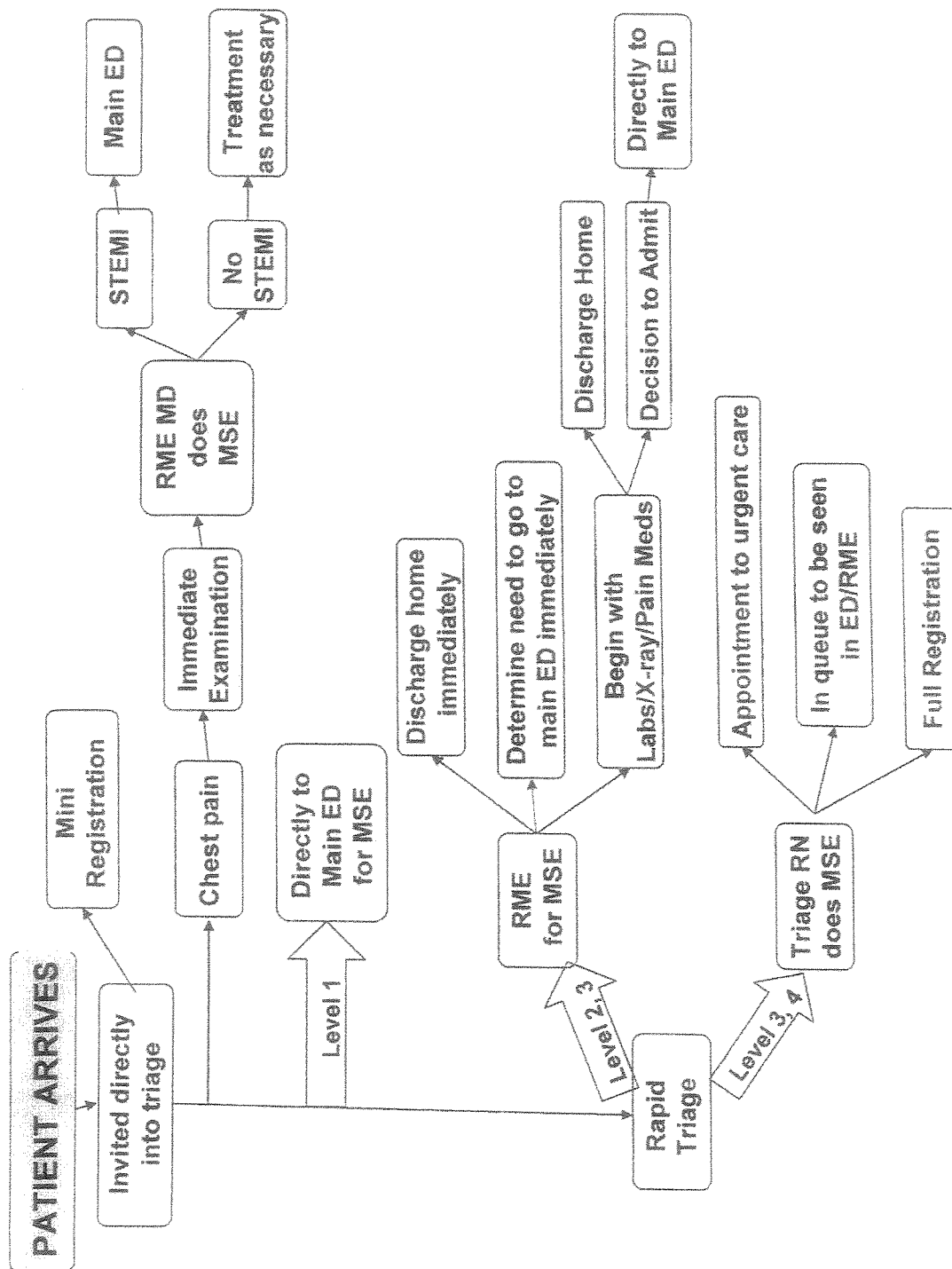


personnel may seek immediate medical care at H-UCLA at Contractor's expense. Follow-up for personnel exposed to HIV positive patients must be in accordance with Federal Centers for Disease Control and State guidelines and is the responsibility of Contractor and the individual personnel.

7. STANDARDS OF CARE:

A. County has established a Quality Assessment and Improvement Committee, composed of County employees appointed by Director to review the services contemplated by this Agreement and to assure a standard of care by Contractor and others which is consistent with the laws of the State and Federal government, with County's Quality Assessment and Improvement standards, and with the prevailing standards of medical practice in the community. Contractor agrees to adhere to the standards thereby established and to permit review by County's Quality Assessment and Improvement Committee representatives.

8. PARKING SPACE: When providing services at H-UCLA hereunder, Contractor's personnel shall be furnished by Administrator with an assigned parking area at the H-UCLA, if available.



PERFORMANCE REQUIREMENT CHART

**EMERGENCY DEPARTMENT SERVICES AGREEMENT**

**RAPID MEDICAL EVALUATION – HAROR-UCLA MEDICAL CENTER**

Effective April 1, 2008 through February 28, 2009

| <b>OBJECTIVE</b>   | <b>DELIVERABLE</b>  | <b>TIMELINE</b>  | <b>DHS FACILITY</b> |
|--|---|--|---------------------|
| 1) To develop a Rapid Medical Evaluation component for the Harbor-UCLA Medical Center (H-UCLA) Emergency Department (ED).  | Create an operational plan and implement a new model to provide medical screening examinations for approximately 5 patients/hour as an augmentation to the ED after the initial triage by registered nurses. Full implementation is dependent on the provision of adequate nursing and ancillary staff by H-UCLA. | By April 1, 2008 (Initial Stage)<br>June 1, 2008 (Full Implementation) | H-UCLA              |
| 2) To develop policies and procedures as well as patient flow processes for insertion of an RME component of the ED.   | Write policies and procedures for implementation and work flow of the RME. Work directly with H-UCLA Administration and ED Medical Director to revise and approve of all policies and procedures.   | By August 1, 2008<br>Progress Reports<br>May 1<br>June 1<br>July 1     | H-UCLA              |
| 3) To educate nursing and ancillary staff on implementation of the RME component of the H-UCLA-ED in an effort to improve door to physician medical screening examination.   | Work directly with H-UCLA Administration in educating nursing and ancillary staff on the RME implementation plan.   | By April 1, 2008 and ongoing   | H-UCLA              |
| 4) To develop recommendations on space allocation for the RME component of the ED.   | Work with H-UCLA Administration to identify appropriate space plan for the RME and coordinate needs for temporary and permanent location.   | By July 1, 2008 (Permanent Location)                                   | H-UCLA              |
| 5) To recommend data gathering systems and create regular reporting tools that capture information necessary, as requested by H-UCLA Administration and ED Medical Director. | Recommend tools to H-UCLA Administration and provide written reports.   | By July 1, 2008 as needed  | H-UCLA              |

PERFORMANCE REQUIREMENT CHART

**EMERGENCY DEPARTMENT SERVICES AGREEMENT**

**RAPID MEDICAL EVALUATION – HAROR-UCLA MEDICAL CENTER**

Effective April 1, 2008 through February 28, 2009

| <b>OBJECTIVE</b>   | <b>DELIVERABLE</b>   | <b>TIMELINE</b>    | <b>DHS FACILITY</b> |
|--|--|--------------------|---------------------|
| 6) To meet specific performance metrics that will improve efficiency of the ED overall and ultimately, improve patient care. | <p>Assure that the following performance metrics are met:</p> <ul style="list-style-type: none"> <li>■ Average door to RME time &lt; 40 minutes with the exception of chest pain with positive EKG &lt; 10 minutes from EKG to RME</li> <li>■ LWBS rate of &lt; 5% (defined as leaving without RME)</li> </ul> <p>Full implementation is dependent on the provision of adequate nursing and ancillary staff by H-UCLA.</p> | By<br>June 1, 2008 | H-UCLA              |

**BILLING, PAYMENT AND SCHEDULE OF RATES**

**EMERGENCY DEPARTMENT SERVICES AGREEMENT**

**RAPID MEDICAL EXAMINATION SERVICES – HARBOR-UCLA MEDICAL CENTER**

Effective April 1, 2008

1. **BILLING AND PAYMENT**: Contractor shall bill County monthly in arrears, in accordance with the terms, conditions, and rates set forth below. All billings shall clearly reflect and provide reasonable detail of the services for which claim is made, including, but not limited to, type of Emergency Department ("ED") services (procedures) provided, name of the physician who provided services, date, the authorized rate, and any other charges or credits, as set forth in this Agreement.

Billings shall be made and forwarded to H-UCLA to the attention of the Expenditure Management Division promptly on a monthly basis. Upon receipt of a complete and correct billing, County shall pay Contractor within thirty (30) working days. Incorrect and/or discrepant billings, as determined by H-UCLA, will be returned to Contractor for correction before payment is made.

2. **THIRD PARTY BILLING**: Contractor agrees to accept County payment as payment in full and shall not bill government programs or third parties for services provided under this Agreement. Contractor also agrees to assure that its physicians take all steps necessary to assign to County their rights to payment by any patient or third party payor, including Medicare and Medi-Cal.

Contractor agrees that County will bill for all third party payors for patients receiving medical services under this Agreement, and that Contractor has no claim on such third party payments. Further, Contractor agrees to provide coding education services for H-UCLA ED providers to help in obtaining appropriate reimbursement for services rendered to ED patients.

3. ENCOUNTER DATA: Contractor shall ensure that its physicians fully cooperate with H-UCLA in the billing processes which include completing patient Encounter Data, as requested by Administrator. Such Encounter Data shall be substantially similar to the HCFA 1500, the 937P, or other forms requiring comparable Encounter Data.

4. EMERGENCY DEPARTMENT PATIENT VOLUME: It is estimated that approximately 5 patients per hour will be managed by the RME physician.

5. RATE SCHEDULE: County shall compensate Contractor for all RME component services of the ED provided hereunder in accordance with the provisions below.

| <u>STAFFING</u>   | <u>AMOUNT</u> |
|-------------------|---------------|
| One (1) physician | \$225/hour    |

Extended physician hours shall be paid at the same hourly physician rate after a thirty (30) minute grace period and only with prior approval of the H-UCLA ED Medical Director or designee. Extended hours shall not be approved beyond three (3) hours per shift.

| <u>STAFFING</u>                   | <u>AMOUNT</u>    |
|-----------------------------------|------------------|
| One (1) RME Physician Coordinator | \$25,000 a month |

6. TOTAL PAYMENTS: For the period of April 1, 2008 through February 28, 2009 (eleven (11) months or 334 days), the Physician rate is \$225 per hour.

Physician Costs

24 hour coverage (three 8-hour shifts per day)  
24 hours @ \$225 per hour x 334 days

|                       |             |
|-----------------------|-------------|
| Total Physician Costs | \$1,803,600 |
|-----------------------|-------------|

RME Physician Coordinator Costs

April 1, 2008 through February 28, 2009  
(11 months @ \$25,000 each)

|                 |           |
|-----------------|-----------|
| Total RME Costs | \$275,000 |
|-----------------|-----------|

|                 |                    |
|-----------------|--------------------|
| <u>Subtotal</u> | <u>\$2,078,600</u> |
|-----------------|--------------------|

Extended Physician Hours

Up to 20% of \$2,078,600 for additional Physician hours, as set forth under Paragraph 5 of this Exhibit, upon the approval of Chief Medical Officer at H-UCLA.

|                 |           |
|-----------------|-----------|
| Total RME Costs | \$415,720 |
|-----------------|-----------|

|                    |                    |
|--------------------|--------------------|
| <u>Grand Total</u> | <u>\$2,494,320</u> |
|--------------------|--------------------|

Contractor agrees that should any physician practitioner or other employee perform services not requested and specified in Exhibit "E" or otherwise within this Agreement, such services shall be deemed to be a gratuitous effort on the part of Contractor and the physician, and neither party shall have any claim against County for such services.